UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW HAMPSHIRE

LINDA DELONG, :

Plaintiff,

No.: 1:12-CV-00450-LM

:

ALLIED INTERSTATE, LLC f/k/a ALLIED INTERSTATE, INC.,

v.

Defendant.

nt.

OFFER OF JUDGMENT

Pursuant to Fed. R. Civ. P. 68, Defendant Allied Interstate LLC f/k/a Allied Interstate, Inc. (hereinafter "Defendant"), by its attorneys Reed Smith LLP, hereby makes this Offer of Judgment ("Offer") to Plaintiff Linda Delong ("Plaintiff"), subject to the following terms and conditions:

- 1. Defendant will allow judgment to be entered against it in the amount of Seven Hundred Fifty Dollars (\$750.00), plus reasonable costs and attorneys' fees as recoverable by law and allowed by the Court.
- 2. The judgment entered in accordance with this Offer shall completely resolve any and all claims by Plaintiff against Defendant and any of its agents, principals, or employees.
- 3. This Offer is conditioned upon its acceptance by Plaintiff, in writing, within fourteen days of the service of this Offer of Judgment on Plaintiff.
- 4. This Offer is made solely for the purposes specified in Fed. R. Civ. P. 68 and shall not be construed as an admission that Defendant is liable in this action.

Dated: May 8, 2013 Respectfully submitted,

ALLIED INTERSTATE LLC f/k/a ALLIED INTERSTATE, INC.

By: /s/ Randall L. Pratt

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CERTIFICATE OF SERVICE

I hereby certify that a copy of Offer of Judgment was served on May 8, 2013 on the parties by email and U.S. Mail, postage prepaid to the following parties:

Angela K. Troccoli, Esquire KIMMEL & SILVERMAN, P.C. The New England Office 60 Hartford Pike, PO Box 325 Dayville, CT 06241 Tel.: (860) 866-4380 atroccoli@lemonlaw.com Attorney for Plaintiff

/s/ Randall L. Pratt